COMPLAINT PROCEDURE

§ 1

Complaints may be lodged with regard to improper performance or non-performance of Services provided by UPS Polska sp. z o.o. with its registered seat in Warsaw (hereinafter “UPS”). The procedure applies to Services, including courier services as defined in clause 2 of the UPS Terms and Conditions of Services.
Following of this complaint procedure is not an obligation in case of courier services.

§ 2

1. Complaints should be lodged in writing, in the electronic form (including fax, e-mail or contact form on the www.ups.com website) or verbally, for the record.
2. Complaints due to delays in the delivery of shipments covered by Money Back Guarantee (as defined in pt. 7 of the General Terms and Conditions of Service) may also be submitted by telephone to UPS Customer Service Department. Such complaints shall be considered immediately, also by telephone. If the complaint lodged by telephone is rejected in whole or in part, UPS shall reply to the complaint in a written form.
3. The complaint should be lodged by the sender (i.e. the party which concluded the agreement with UPS), and it may only be lodged by the addressee if: 1) the sender waives the right to pursue claims to their benefit or 2) if the courier shipment was delivered to them or 3) they are entitled to dispose of the shipment other than courier shipment. Complaints with regard to the reimbursement in whole or in part of the amount due for the Services regarding shipments other than courier shipments shall be lodged either by the sender or by the recipient, depending on which of them made the payment. In an individual agreement concluded between UPS and the customer, the parties may confer the right to lodge complaints regarding the Money Back Guarantee to entities other than the sender and the addressee. In such case, the provisions regarding the addressee shall apply accordingly to such entity.
4. Complaints lodged by an unauthorized person shall be deemed nonexistent. UPS shall immediately notify the complainant of that fact and inform them of the possibility of lodging the complaint by an authorized person.

§ 3

The complaint should include:
1) date of lodging the complaint;
2) name and surname (company name) and correspondence address (registered seat) of the complainant;
3) object of and justification for the complaint;
4) amount of the claim (separately for each proof of drop-off), unless the complainant does not seek compensation for the damage, and documentation confirming the amount of the loss sustained - with the exception of the situations where the complaint regards exclusively the reimbursement of service charges within the framework of the Money Back Guarantee;
5) date and place of shipment drop-off;
6) courier shipment number;
7) list of documents enclosed;
8) signature of the person entitled to lodge the complaint in case of a complaint lodged in a paper form or data identifying the addressee in case of a complaint lodged in another form.

§ 4

1. The following should be enclosed with the complaint, in accordance with the object of the claim:
   1) documents regarding the conclusion of the agreement (in particular a proof of drop-off, a copy of the invoice in case of a cash payment); 2) other documents regarding the kind and the amount of the claim;
2. If the complaint regards a courier shipment, apart from the documents specified in section 1, the following should also be enclosed:
   1) declaration of the sender if they waive their right to pursue claims in favor of the addressee of the courier shipment;
   2) copy of the protocol drafted by UPS directly after the acceptance of the courier shipment in case of damage to shipment or depletion of its contents – if the courier shipment is accepted by the addressee, or declaration of the person accepting the courier shipment regarding the depletion or damage discovered in the courier shipment, submitted directly upon the acceptance of the shipment;
   3) declaration regarding the discovery of unapparent depletion or damage to the courier shipment, submitted within the 7 days from the acceptance of the shipment, together with evidence confirming that the depletion or damage to the shipment occurred during the period between the acceptance of the shipment by UPS for the provision of the service and its delivery to the addressee;
   4) specification of the circumstances confirming the drop-off or delivery of the courier shipment and indication of relevant evidence.
3. UPS is entitled to request enclosing the shipment packaging to a complaint submitted in the written form.
4. Documents indicated in section 1 pt. 1 and section 2 pts. 1 and 2 should be submitted in the original versions or in copies authenticated by UPS – in case of complaints lodged in the paper form and in copies - in case of complaints lodged in another form. Other documents may be submitted in copies. For the sake of proper consideration of the complaint, UPS may at any time request a handover of the original versions of said documents or of their certified copies.
§ 5

Complaints may be submitted to the address of the registered seat of UPS Polska Sp. z o.o., at ul. Prądzyńskiego 1/3, 01-222 Warszawa or of the registered seats of local branches of UPS in Poland, to e-mail addresses: dipl@ups.com (complaint regarding loss or damage), custsvcplpl@ups.com (complaint regarding delay in delivery) and the complaints covered by the Money Back Guarantee - by telephone at: +48-22-534-00-00 or by fax at: +48-22-534-08-01 and billingpoland@ups.com (financial complaints).

§ 6

UPS shall consider the complaint promptly. The deadline for reply to a duly drawn up complaint, containing all the required documents, may not exceed 30 days of the date of reception of such complaint with regard to domestic shipments (the deadline is deemed observed if the reply to the complaint is dispatched within the deadline).

§ 7

If the complaint lodged fails to satisfy the conditions specified in § 3 or § 4, UPS shall call the complainant to correct the defects within:

1) 7 days of the reception of the notice in case of courier shipment and instruct the complainant that in case of a failure to correct the defects within the deadline, the complaint shall not be considered; the above deadline shall not be included in the deadline for complaint consideration, or
2) 14 days in case of other shipments and instruct the complainant that the date of reception of completed complaint by UPS shall be deemed the date of lodging the complaint.

§ 8

The reply to the complaint given by UPS shall include:

1) the name and the registered seat of UPS Polska sp. z o.o.;
2) the specification of the legal basis and information concerning recognition or non-recognition of the complaint;
3) the substantive justification (factual and legal) and indication of the legal basis for non-recognition of the complaint (in whole or in part), including the reasons for withholding the shipments if the complaint regards shipments withheld due to justified suspicion that they constitute an object of a crime or that their contents pose a threat to people or to the environment;
4) in case of awarding damages – the amount awarded and information on the mode and date of its payment;
5) in case of reimbursement of the amount due – the specification of the amount and information on the mode and date of its payment;
6) the notice of the right to appeal against the decision issued (including indication of the address to which the appeal is to be submitted) or to lodge a claim to the territorially competent court and in case of courier shipments, also of the possibility to pursue claims through arbitration proceedings before the President of the Office of Electronic Communications or before the permanent Consumer Arbitration Court of the President of the Office of Electronic Communications.
7) the signature of an authorized UPS employee in case of reply in a paper version and data identifying the UPS employee authorized to reply to a complaint, including their position.

§ 9

In case of refusal to acknowledge a complaint regarding domestic courier shipments in whole or in part, the complainant may appeal to UPS within 14 days of its delivery. UPS shall consider such appeal promptly and inform the complainant of the outcome of its consideration within 30 days of the date of reception of the appeal. The provisions of § 8 pt. 1) – 5) and 7) shall apply accordingly. Information regarding the outcome of consideration of the appeal should also include notice of exhaustion of the complaint procedure and of the right to seek compensation in court proceedings or in arbitration proceedings before the President of the Office of Electronic Communications or before the permanent Consumer Arbitration Court of the President of the Office of Electronic Communications.

§ 10

Lodging a complaint or an appeal as specified in § 9 by electronic means (including by fax or by telephone) with an indication of the complainant’s e-mail, address implies the complainant’s consent to communicate with UPS by electronic means, including the reception of notices and replies to complaint, as well as replies to the appeal as specified in § 9, from UPS by electronic means.

§ 11

If UPS is liable under the Postal Law, UPS liability for improper performance or non-performance of courier services will not exceed:
1) for loss, partial loss or damage to a courier shipment which is not shipment with correspondence – the ordinary value of lost or damaged shipment,
2) for loss, partial loss or damage to a courier shipment with declared value – the amount demanded by the shipper but not exceeding the declared value of the courier shipment,
3) for loss of a courier shipment which is a shipment with correspondence – the amount of tenfold value of the fee for courier service but not lower than fiftyfold value of the fee for a registered letter as stipulated in the price list of universal postal services,
4) for delays in delivery of a courier shipment – the amount of not exceeding twofold value of the fee for a courier service, including any payments made under the Money Back Guarantee as defined in clause 7 of the General Terms and Conditions of Service, if applicable.

§ 12

These principles of complaint proceedings are applicable unless stipulated otherwise by mandatory provisions of law. With regard to international shipments, Conventional Rules (as understood in pt. 9.1 (a) of the UPS General Terms and Conditions of Service) shall take precedence.